

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST
LITIGATION

This Document Relates To:

All Actions

Lead Action Case No.: 1:25-cv-10734-BEM

Consolidated with Case Nos.:

1:25-CV-11092-BEM

1:25-CV-11167-BEM

1:25-CV-11537-BEM

**[PROVISIONALLY FILED IN
REDACTED FORM PENDING RULING
ON MOTION FOR LEAVE TO SEAL
(ECF 107)]**

**DEFENDANT ELEVEANCE HEALTH, INC.'S MOTION TO COMPEL
ARBITRATION OF PLAINTIFF DANNY BACHOUA CHIROPRACTIC, APC'S
CLAIMS AND STAY ACTION**

Pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 *et seq.*, Defendant Elevance Health, Inc. ("Elevance Health") hereby moves the Court to compel arbitration of the claims asserted by Plaintiff Danny Bachoua Chiropractic, APC ("DBC") and to stay this action pending arbitration. As reason therefore, Elevance Health states that the provider services agreements between (1) American Specialty Health ("ASH") Plans of California, Inc. and Plaintiff and (2) American Specialty Health Networks of California, Inc., and Plaintiff ("PSAs") both contain an unambiguous, binding arbitration provision that requires any disputes with payors, such as Elevance Health's subsidiary Blue Cross of California, be arbitrated. In accordance with the terms of those agreements, Defendant Elevance Health demands that DBC bring its claims in arbitration

Consistent with the established federal policy favoring arbitration expressed in the FAA, the Court should compel arbitration and stay this action pending arbitration. *See* 9 U.S.C. §§ 3, 6. Any challenges to the scope and enforceability of the subject arbitration provisions are all threshold questions that have been delegated to the arbitrator for decision per the terms of the

ORAL ARGUMENT REQUESTED

applicable PSAs.. The specific grounds for this motion are set forth in the attached memorandum and accompanying exhibits. A proposed order is attached.

LOCAL RULE 7.1(d) REQUEST FOR ORAL ARGUMENT

Because oral argument may assist the Court in determining the issues presented in the accompanying Memorandum of Law and Elevance Health wishes to be heard, Elevance Health hereby requests oral argument on its Motion.

LOCAL RULE 7.1(a)(2) CERTIFICATION

Pursuant to Local Rule 7.1(a)(2), undersigned counsel hereby certifies that they have conferred with counsel for Plaintiff Danny Bachoua Chiropractic APC via email and telephone conference in a good faith attempt to resolve or narrow the issues presented in this motion, and Plaintiff's counsel has informed undersigned counsel that they oppose this motion.

Dated: August 11, 2025

Respectfully submitted,

By: /s/ Maria Durant
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Counsel for Defendant Elevance Health, Inc.

CERTIFICATE OF SERVICE

I, Olga Fleysh attorney for the Defendants listed below, certify that, on August 11, 2025, I caused a copy of the foregoing motion and memorandum and exhibits in support thereof to be served, via ECF, on all counsel of record.

/s/ Olga Fleysh
Olga Fleysh

Counsel for Defendant Elevance Health, Inc.